

**PERSONAL SERVICES AGREEMENT  
EXTENSION OF AGREEMENT AND SUPPLEMENTAL TERMS  
MARCH 2009**

**Authorized under Resolutions No. 08-244 and 09-051**

ESA Adolfson, 1222 State Avenue NE, #202, Olympia, WA 98506, hereinafter called "CONTRACTOR", and LEWIS COUNTY, WASHINGTON, a political subdivision of the State of Washington, hereinafter called "COUNTY", acting as the lead agency for the Chehalis River Basin Flood Authority (Flood Authority), did enter into a personal services agreement to provide facilitation and consultation services to the Flood Authority consistent with CONTRACTOR'S Statement of Qualifications submitted to LEWIS COUNTY and opened on June 16, 2008, and approved by Resolution No. 08-244 (attached). The original Agreement was supplemented and approved by the Board of County Commissioners on February 2, 2009 by Resolution No. 09-051 (attached).

The Supplemental Agreement approved on February 2, 2009 included provision for amendment by mutual consent, including extension and modification of the scope of works.

**THIS EXTENSION OF AGREEMENT AND SUPPLEMENTAL TERMS** is made and entered into by and between COUNTY and CONTRACTOR effective this \_\_\_\_\_day of June, 2009.

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide facilitation and consultation services, consistent with the Statement of Qualifications submitted by Adolfson in response to a Request for Qualifications offered by the County and opened on June 16, 2008.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**Statement of Work**

CONTRACTOR shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for, or incidental to, the performance of the work set forth in the Scope of Work, attached hereon as Attachment A.

**Period of Performance**

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of signing by both parties and be completed as agreed and shown in the attached Scope of Work, Attachment A, but may be modified or extended by mutual agreement.

**Payment**

Compensation for the work provided in accordance with this Agreement shall be as set forth in Attachments "A" and "B", provided, however, that the total compensation for the period of time beginning July 1, 2009 and ending June 30, 2010 shall not exceed \$400,000.

**Future Non-Allocation of Funds:**

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County, acting as the lead agency for the Flood Authority, will not be obligated to make payments for services or amounts incurred after the end of the current calendar year. No penalty or expense shall accrue to the County in the event this provision applies.

This Extension of Agreement and Supplemental Terms constitutes a renewal of the original Agreement and Supplemental Agreement (both attached) with such additional provisions as have been agreed upon by the parties for good and valuable consideration.

CONTRACTOR acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 13, 19 and 22, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2009.

ESA ADOLFSON:

LEWIS COUNTY:

\_\_\_\_\_  
David K. Carlton, PE. CFM  
1222 State Ave. NE # 202  
Olympia, WA 98506

\_\_\_\_\_  
Robert A. Johnson, Director  
Dept. of Community Development

Social Security No. or Federal Tax ID  
Number:  
  
\_\_\_\_\_

Approved as to Form Only:  
MICHAEL GOLDEN,  
Prosecuting Attorney

\_\_\_\_\_  
By: Civil Deputy Prosecutor

## **ATTACHMENT A**

### **SCOPE OF WORKS**

On July 22, 2008, the Chehalis River Basin Flood Authority contracted with ESA Adolfson to facilitate the Authority's activities and considerations. The first phase or initial Scope of Services under this contract included the following activities:

1. Initiate a process to identify key issues and potential mitigation
2. Collect and evaluate existing science and data
3. Analyze and evaluate existing projects that are underway or ready for implementation
4. Provide administrative and facilitation services to the Flood Authority
5. Manage the overall program

The initial Scope of Services committed to a second phase "work plan" that assists the Authority in reaching consensus on a list of flood management projects in the Chehalis River Basin that meets the requirements set forth in House Bill 3375 as approved by the Washington State Legislature during its 2008 legislative session. The second phase was approved on January 15, 2009 and included the following activities:

1. Provide administrative and facilitation support to the Flood Authority
2. Prepare a Draft Comprehensive Flood Hazard Management Plan
3. Develop and carry out Public Involvement Activities
4. Develop and carry out Ripe & Ready projects, including the stream and rain gauge project approved during Phase I.
5. Manage the overall program

In March, 2009, the Board Advisory Committee requested that ESA Adolfson prepare a scope of services for a third phase of continued consultation services for the Flood Authority after June 2009. This document is the ESA Adolfson portion of the "work plan" and it also serves as a Scope of Services for the third phase of ESA Adolfson's contract. The third phase covers the period from July 2009 through June 2010.

Based on work sessions with the Chehalis River Basin Flood Authority Board during Phase II, the third phase efforts utilize established flood management planning approaches. The aim is to rely on the Draft Comprehensive Flood Hazard Management Plan developed in Phase II to create a Final Comprehensive Flood Hazard Management Plan for the entire basin. This Plan will serve as the tool for thoroughly describing and prioritizing flood management efforts to satisfy the requirements of House Bill 3375 and provide access to the funds available for flood management improvements. The Draft Plan will be revised to incorporate comments from Authority members and jurisdictions, the results of "ripe and ready" studies, and results of other studies not done by the Authority. As the Final Plan is developed, the list of projects and other actions will be updated and prioritized in light of conclusions and preliminary agreements reached with the Authority during the planning process.

The following tasks are added to the original Agreement, Attachment A and the Supplemental Terms, Attachment A, between LEWIS COUNTY, acting as the lead agency for the Flood Authority and CONTRACTOR :

## **1. Facilitation**

ESA Adolfson will continue to provide facilitation services for the Authority. The objective of this facilitation will be to reach consensus on all issues, ranging from projects to governance, so the Authority may fulfill its charge of managing flood risk within the Chehalis River Basin. Facilitation subtasks will include:

- 1) Monthly Authority meetings.
- 2) Twice-monthly Board Advisory Committee (BAC) meetings, with additional BAC meetings as needed
- 3) Monthly Authority work sessions.
- 4) Preparing Staff Reports
- 5) Intergovernmental representation as required.

Assumptions: Recognizing that meeting topics vary, an average of three members of the ESA Adolfson team are budgeted to attend scheduled meetings of the Authority and the Board Advisory Committee. The Authority is expected to meet once monthly and the Board Advisory Committee is slated to meet twice monthly. Authority work sessions are planned to occur in conjunction with the Authority meetings when necessary. Up to two additional technical members of the ESA Adolfson team may attend work sessions to present information to the Authority. It is assumed that Authority members will keep the jurisdictions they represent informed of Authority business. ESA Adolfson's budget will cover meeting space costs when necessary.

ESA Adolfson will assist the Board Advisory Committee in preparing staff reports when they are requested by the Flood Authority.

The intergovernmental representation subtask provides resources for ESA Adolfson to represent the Authority at other meetings as requested. Coordination sessions with the State of Washington Team and other state and federal agencies are anticipated. This task includes time for attendance at the meetings, preparation, and related follow-up and reporting activities.

Deliverables: A planned, time-estimated agenda for each session and meeting summaries for non-Authority sessions. Staff reports will be supplied when requested.

## **2. Comprehensive Flood Hazard Management Plan**

As part of Phase II, ESA Adolfson is preparing a Draft Comprehensive Flood Hazard Management Plan for the Chehalis River basin. The purpose of the Draft Comprehensive Flood Hazard Management Plan is to help the Authority identify and prioritize projects that reduce the risk of damage from flooding in the basin and to provide the justification needed to obtain funding for those projects. The Draft Plan delivered at the end of June will be a working document for consideration by the Authority. In Phase III, ESA Adolfson will work with the Authority to revise and finalize the Draft Plan. ESA Adolfson will also work with the Authority and its member jurisdictions to adopt the Plan. Subtasks will include:

- 1) Plan Revision:

At the end of Phase II, the Flood Authority will have a Draft Comprehensive Flood Hazard Management Plan. For this subtask, ESA Adolfson will revise the Draft Plan to incorporate feedback from Authority members and the public. ESA Adolfson will also incorporate the results of “ripe and ready” studies and results of other studies not done by the Authority into the Plan.

2) Plan Adoption:

ESA Adolfson will work with the Flood Authority and its Board Advisory Committee to strategize on an adoption process for the Final Plan.

Assumptions: The Draft Plan will be complete at the end of Phase II. Ripe and ready studies are completed to the point that they can be incorporated into the Final Plan and used for decisions on projects

Deliverables: A Comprehensive Flood Hazard Management Plan that has been agreed upon by the Flood Authority.

### **3. Public Involvement:**

ESA Adolfson will coordinate with the Authority to develop and carry out a public involvement plan. The purpose of the plan is to meet or exceed the public involvement requirements of state and federal Comprehensive Flood Hazard Management Plans, assure full opportunity for the public to influence the Authority’s considerations, and develop and sustain an informed population within the Basin. This task includes the following subtasks:

1) Workshops:

ESA Adolfson will facilitate two public workshops on the Final Plan and up to four additional public workshops on related topics.

2) Public Status Reports:

ESA Adolfson will provide periodic status reports to keep the public informed about what the Flood Authority is doing. The status reports will be posted on the Flood Authority’s web site and can be distributed by member jurisdictions to their citizens.

3) Additional Public Involvement as Directed

If directed by the Authority, ESA Adolfson will prepare direct mail newsletters and/or develop a web site to communicate the Authority’s actions and public input opportunities. Direct mail and web activities will be budgeted separately should the Authority choose to use these media.

Assumptions: ESA Adolfson will facilitate public workshops and will prepare presentation materials and lead the workshops. ESA Adolfson’s budget will cover meeting space costs when necessary.

Deliverables:

- Arrangements and meeting materials for public workshops. A summary of each workshop.
- Periodic public messages.

- Other communication materials (e.g., direct mail or web site) as directed by the Authority.

#### **4. Ripe and Ready Projects**

ESA Adolfson will continue to work with the Authority and the Board Advisory Committee to identify and implement some flood risk reduction projects as soon as possible. These projects are ones that can provide an immediate benefit, do not adversely affect or limit others, and that will not preclude any future actions. ESA Adolfson has called these “ripe and ready” projects. ESA Adolfson will work with the Authority to identify these “ripe and ready” projects and coordinate their implementation.

The subtasks identified for this task include continued implementation of several identified projects and on-going identification of other additional ripe and ready projects.

1) Implementation of Ripe & Ready Studies Package:

ESA Adolfson will assist the Board Advisory Committee and the Flood Authority with implementation of the package of Ripe & Ready Studies approved by the Flood Authority.

2) Coordination of Intergovernmental Agreement with Lewis County PUD

ESA Adolfson will provide on-going support of the Authority subcommittee to oversee the intergovernmental agreement with Lewis County PUD to carry out Phase II of the upstream water retention study.

3) Coordination of Ripe & Ready Study Consultants

ESA Adolfson will assist the Board Advisory Committee and the Flood Authority to coordinate with consultants hired to implement ripe and ready studies and projects, such as the stream and rain gauge project.

4) Other Projects (optional):

Development of other authorized “ripe and ready” studies and projects as they arise.

Assumptions: The “ripe and ready” studies and projects will be existing projects that have been proposed through other actions. ESA Adolfson will not develop or design new projects under this task.

Deliverables: Assistance with the Authority’s management of project development and implementation in coordination with affected Authority jurisdictions.

#### **5. Project Administration**

This task includes the general project administration that ESA Adolfson will conduct to assure that work performed is consistent with this work plan. The task includes:

1) Monthly Invoices:

Preparing monthly invoices and status reports.

2) Status and Performance Consultation:

Providing on-going consultation on status and performance. The Principal in Charge, Dave Carlton, will be available for periodic consultations concerning ESA Adolfson's performance and resolution of concerns.

3) General Project Administration:

General project administration, including maintaining the Sharepoint site.

Assumptions: Monthly invoices with a summary status report will normally provide sufficient detail to facilitate timely payment of invoices. The Authority and the Board Advisory Committee will promptly notify the Project Manager and/or Principal in Charge of issues or concerns regarding performance of work under this contract and scope of services.

Deliverables: Invoices and summary status letters delivered monthly. Regular and prompt attention to performance matters.

## **6. Facilitation**

### **Phase III Chehalis River Basin Flood Control Authority Consultation Services – July 1, 2009 through June 30, 2010**

ESA Adolfson will continue to provide facilitation services for the Authority. The objective of this facilitation will be to reach consensus on all issues, ranging from projects to governance, so the Authority may fulfill its charge of managing flood risk within the Chehalis River Basin. Facilitation subtasks will include:

- 1) Monthly Authority meetings.
- 2) Twice-monthly Board Advisory Committee (BAC) meetings, with additional BAC meetings as needed
- 3) Monthly Authority work sessions.
- 4) Intergovernmental representation as required.

Assumptions: Recognizing that meeting topics vary, an average of three members of the ESA Adolfson team are budgeted to attend scheduled meetings of the Authority and the Board Advisory Committee. The Authority is expected to meet once monthly and the Board Advisory Committee is slated to meet twice monthly. Authority work sessions are planned to occur monthly in conjunction with the Authority meetings. Up to two additional technical members of the ESA Adolfson team may attend work sessions to present information to the Authority. It is assumed that Authority members will keep the jurisdictions they represent informed of Authority business. ESA Adolfson's budget will cover meeting space costs when necessary.

The intergovernmental representation subtask provides resources for ESA Adolfson to represent the Authority at other meetings as requested. Coordination sessions with the State of Washington Team and other state and federal agencies are anticipated. This task includes time for attendance at the meetings, preparation, and related follow-up and reporting activities.

Deliverables: A planned, time-estimated agenda for each session and meeting summaries for non-Authority sessions.

## **7. Compensation**

Assumptions: Monthly invoices with a summary status report will normally provide sufficient detail to facilitate timely payment of invoices. The Authority and the Board Advisory Committee will promptly notify the Project Manager and/or Principal in Charge of issues or concerns regarding performance of work under this contract and scope of services.

Deliverables: Invoices and summary status letters delivered monthly. Regular and prompt attention to performance matters.



## **ATTACHMENT B**

**BUDGET ESTIMATE: CHEHALIS RIVER BASIN FLOOD CONTROL AUTHORITY -- JULY1, 2009 THROUGH JUNE 30, 2010**

**Budget Estimate: *Chehalis River Basin Flood Authority Second Amendment***  
**July 2009 - June 2010**

EXTENSION OF AGREEMENT & SUPPLEMENTAL TERMS  
ESA Adolfson May 2009

|                     |  |     |     |     |     |     |     |            |            |            |
|---------------------|--|-----|-----|-----|-----|-----|-----|------------|------------|------------|
| Subtask 4.1         | Implementation of Ripe and Ready Package<br>Coordination of Intergovernmental<br>Agreement with Lewis County PUD<br><br>Coordination of Ripe and Ready Study<br>Consultants<br>Other Projects (optional) | 32  | 40  | 20  |     | 80  | 40  | \$ 18,400  | \$ 6,800   | \$ 25,880  |
|                     |  | 40  | 8   | 8   |     | 40  | 32  |            |            |            |
| Subtask 4.2         |  |     |     |     |     |     |     | \$ 11,640  | \$ 5,440   | \$ 17,624  |
| Subtask 4.3         |  | 40  |     | 20  |     | 40  | 32  | \$ 11,800  | \$ 5,440   | \$ 17,784  |
| Subtask 4.4         |  |     |     |     |     |     |     | \$ -       | \$ -       | \$ -       |
| Task Subtotal Hours |  | 112 | 48  | 48  | 0   | 160 | 104 | \$ 41,840  | \$ 17,680  | \$ 61,288  |
|                     |  |     |     |     |     |     |     |            |            |            |
| <u>Task 5</u>       | <u>Project Administration</u>  |     |     |     |     |     |     |            |            |            |
| Subtask 5.1         | Monthly Invoices & Status Reports  | 6   | 12  |     |     | 24  | 8   | \$ 4,290   | \$ 1,360   | \$ 5,786   |
| Subtask 5.2         | Status & Performance Consultation  | 24  | 12  |     |     | 20  | 12  | \$ 7,160   | \$ 2,040   | \$ 9,404   |
| Subtask 5.3         | General Project Administration   | 12  | 36  |     |     | 40  | 12  | \$ 9,580   | \$ 2,040   | \$ 11,824  |
| Task Subtotal Hours |  | 42  | 60  | 0   | 0   | 84  | 32  | \$ 21,030  | \$ 5,440   | \$ 27,014  |
|                     |  |     |     |     |     |     |     |            |            |            |
| <u>Expenses</u>     |  |     |     |     |     |     |     |            |            |            |
|                     |  |     |     |     |     |     |     |            |            |            |
|                     |  |     |     |     |     |     |     |            | \$ 6,500   |            |
|                     |  |     |     |     |     |     |     |            |            |            |
| Total Costs         |  |     |     |     |     |     |     | \$ 282,370 | \$ 100,300 | \$ 399,200 |
| Total Hours         |  | 542 | 760 | 226 | 132 | 756 | 590 |            |            | 3,006      |